#### SERIAL 05169 IGA BUILDING MOUNTED FIRE EXTINGUISHER SERVICES

DATE OF LAST REVISION: September 27, 2005 CONTRACT END DATE: October 31, 2005

### CONTRACT PERIOD BEGINNING NOVEMBER 02, 2005 ENDING OCTOBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUILDING MOUNTED FIRE EXTINGUISHER**SERVICES (NIGP 93634)

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract AD020054. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded\_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) S073809, B0602680.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

### Contract Solicitation #AD020054

Page loaded on 09/27/2005 at 10:44:01 AM.

**Document Information** 

9

2

Type: Requisition #: Supplier

Amendment: Solicitation #:

Yes AD020054 Amend. #: 3

Contract #: AD020054-001-A3

Created By: PO Assigned: Notes Administrator/az.gov Stewart Scott/Arizona State Date Created: Date Completed: 11/01/2004

10/15/2004

Procurement Office

James Pregler/Arizona State Procurement Office

PA Assigned:

Jean Clark/Arizona State

Procurement Office

Supplier Name:

Process Status:

Gov't Entity:

PM Assigned:

American Fire Equipment Sales and Proposal #:

Service Corporation

Arizona State Procurement Office **Pending Contract Amendment** 

Type: Status:

Statewide Complete

Contract Information

Start Date:

11/01/2004

End Date:

10/31/2005

Term:

1 Year(s)

FOB:

Delivered

Payment Terms:

Net 30

Delivery:

SPECIFICATION SECTION

RESPONSE TIME A.R.O.

Davs

Contract Extension Allowed

Max Extension:

3 Year(s)

Amendment Information

This amendment supercedes the previous amendment AD020054-001-A2.

All inquiries pertaining to the contactor(s) administration of this contract are to be directed to Mr. Gene Fellin, of American Fire Equipment Sales and Service Corporation.

In accordance with section Special Terms and Conditions, paragraph entitled Contract Extension, the above-referenced contract is hereby extended from November 1, 2004 through October 31, 2005.

Also incorporated into the contract, in accordance with the section Special Terms and Conditions, paragraph entitled Price Adjustment, and as per the following: the contractor(s) (American Fire Equipment Sales and Service Corporation) request letter dated 13 October, 2004, is the following:

Amend for a 15% price increase for all contracted line items effective 1 November, 2004 through 31 October, 2005.

All other terms and conditions remain the same.

Fire Extinguisher Service

#### **Contract Reassignment**

#### **Contractor Amendment Approval**

Contract Amendment approved by Gene Fellin/American Fire Equipment Sales and Service Corporation on 11/01/2004 at 07:41:32 AM

Solicitation Information

Type:

Description:

Title:

Fire Extinguisher Service

**Sections - Clauses** 

None Found

4

#### **Other Data**

\* Offer & Acceptance

\* Price Sheet

#### Attachments

AD020054-001- 1.pdf AD020054-001.pdf



#### **All Contracts**

Contract #	Supplier	Title	Status	Start Date	End Date	Α	A#
AD020054-001	American Fire Equipment Sales and Service Corporation	Fire Extinguisher Service	Closed	11/01/2002	10/31/2004	Yes	1
AD020054-001-A2	American Fire Equipment Sales and Service Corporation	Fire Extinguisher Service	Complete	11/01/2004	10/31/2005	Yes	2
AD020054-001-A3	American Fire Equipment Sales and Service Corporation	Fire Extinguisher Service	Complete	11/01/2004	10/31/2005	Yes	3

These pages are maintained by Arizona Enterprise Procurement Services.

SPIRIT Help Desk (602) 542-7600 or please send comments or questions to the <u>Site Administrator</u> (c) 2003 State of Arizona Department of Administration, Enterprise Procurement Services



# **Contract Summary**

CONTRACT NO.: AD020054 - 001	PAGE 1
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

CONTRACT NUMBER: AD020054 - 001

**CONTRACT TITLE:** Fire Extinguisher Service

**CONTRACT TYPE:** Statewide Contract

**CONTRACT PERIOD:** November 01, 2002 **THRU:** October 31, 2003

**CONTRACTOR:** American Fire Equip Sales/Svc

**CONTACT NAME:** Ann Papuga

**ADDRESS:** 3107 W, Virgina Avenue

Phoenix, AZ 85009 0000

**TELEPHONE:** 602-433-2484 Toll Free 1-888-222-0532

**FAX NUMBER:** 602-433-9626 e-mail (admin@americanfire.com)

**CONTRACTING AUTHORITY:** State Procurement Office

**CONTACT NAME:** Matt Marino

**TELEPHONE:** 602 542-9125

**F.O.B. TERMS:** FOB Delivered

**DELIVERY:** Net 30 Days

**PAYMENT TERMS:** Refer to Specifications Section-Response Time



CONTRACT NO.: AD020054 - 001

2

VENDOR: American Fire Equip Sales/Svc

1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

#### 1. **Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

#### 2. Contract Interpretation

- A. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents referenced or included in the Solicitation.
- D. <u>Relationship of Parties</u>. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



CONTRACT NO.: AD020054 - 001

3

VENDOR: American Fire Equip Sales/Svc

1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

- E. <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. <u>No Parol Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### III. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. <u>Audit</u>. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. <u>Inspection and Testing</u>. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. <u>Advertising and Promotion of Contract</u>. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. <u>Property of the State</u>. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

#### IV. Costs and Payments

- A. <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
  - 1. <u>Payment of Taxes by the State</u>. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  - 2. <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 3. <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws



CONTRACT NO.: AD020054 - 001

4

VENDOR: American Fire Equip Sales/Svc

1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- 4. <u>IRS W9 Form</u>. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

#### V. Contract changes

- A. <u>Amendments</u>. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

#### VI. Risk and Liability

- A. <u>Risk of Loss</u>. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. <u>General Indemnification</u>. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. <u>Indemnification Patent and Copyright</u>. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

#### D. <u>Force Majeure</u>.

- 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 2. Force Majeure shall <u>not</u> include the following occurrences:
  - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



CONTRACT NO.: AD020054 - 001

5

VENDOR: American Fire Equip Sales/Svc
1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

- 3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### VII. Warranties

- A. <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. <u>Quality</u>. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - 1. Of a quality to pass without objection in the trade under the Contract description;
  - 2. Fit for the intended purposes for which the materials are used;
  - 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 4. Adequately contained, packaged and marked as the Contract may require; and
  - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. <u>Fitness</u>. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. <u>Inspection/Testing</u>. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

#### E. Year 2000.

- 1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. <u>Exclusions</u>. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.



CONTRACT NO.: AD020054 - 001

6

VENDOR: American Fire Equip Sales/Svc
1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

- G. <u>Compliance With Applicable Laws</u>. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- H. <u>Survival of Rights and Obligations after Contract Expiration or Termination</u>.
  - Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - 2. <u>Purchase Orders</u>. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### VIII. State's Contractual Remedies

A. <u>Right to Assurance</u>. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

#### B. Stop Work Order.

- 1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. <u>Non-exclusive Remedies</u>. The rights and the remedies of the State under this Contract are not exclusive.
- D. <u>Nonconforming Tender</u>. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. <u>Right of Offset</u>. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

#### IX. Contract Termination

- A. <u>Cancellation for Conflict of Interest.</u> Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



CONTRACT NO.: AD020054 - 001

7

VENDOR: American Fire Equip Sales/Svc
1

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

- C. <u>Suspension or Debarment</u>. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

#### E. Termination for Default.

- 1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- X. **Contract Claims**. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- XI. **Comments Welcome**. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



CONTRACT NO.: AD020054 - 001	PAGE 8
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

#### Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

#### Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

#### Contract Type (Term)

Firm fixed price term, indefinite quantity.

#### Term of Contract (One Year)

The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

#### Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 48 months.

#### Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

#### Estimated Quantities (General)

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities. Each potential contractor should take this fact into consideration.

#### Inventory

The State of Arizona has an ongoing requirement for replacement parts indicated in this contract. It is an express condition that the contractor maintains a reasonable stock of replacement parts on hand for replacement purposes. Failure to maintain such a stock may result in contract cancellation.

#### Current Products

All replacement parts used in this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this contract.

#### Warranty

All products sold under this contract shall have a 1-year warranty/guarantee against defects in materials, workmanship and performance.

#### Insurance



CONTRACT NO.: AD020054 - 001	PAGE 9
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

- A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:
- 1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

- 2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.
- 3. Worker's Compensation (Coverage A): Statutory Arizona benefits; Employer's Liability (Coverage B): \$500,000.00 each accident; \$500,000.00 each employee/disease; \$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers;

Errors and Omissions:

Medical Malpractice;

Druggists Professional;

Architects/Engineers Professional;

Lawyers Professional;

Teachers Professional:

Accountants Professional:

Social Workers Professional.

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.



CONTRACT NO.: AD020054 - 001	PAGE 10
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverage's. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage's afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverage's, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverage's broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverage's shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

#### **Ordering Process**

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. Each contract release order/purchase order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order/purchase order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

#### Credit/Purchasing Card Ordering

Any authorized agency may procure the specific material and/or service awarded by utilizing the card as a method of ordering/payment with the awarded contractor. The awarded contractor shall be responsible for ensuring compliance to all contract requirements (including contract pricing) for all credit/purchase card transactions made against any resultant contract(s).

#### Optional Discount Rates (as disclosed on price sheets & attachment "D")

The contractor(s) shall be responsible for disclosing and honoring all applicable discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational and Prompt Payment discounts) to effected agencies/political subdivisions. Disclosure shall be made during all verbal and written communications order conformations and on invoicing activities made under the resultant contract(s). Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.

#### Pricing

Prices stated shall be F.O.B. Destination to all locations throughout the State (see statewide and regional coverage areas). All pricing shall be firm fixed for the term specified and shall include all labor, travel, per diem, freight, insurance, warranty costs, and all other incidental costs.

#### Taxes

Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

#### Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repackaging, the vendor shall pay reshipping or other like expenses. All replacement products must be received by the state within seven (7) days of initial notification.



CONTRACT NO.: AD020054 - 001	PAGE 11
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

#### Billing/Payment

The contractor shall submit to the issuing agency, after completion of the work described on the issuing agency's contract release order/purchase order, an invoice in conformance with the pricing schedule(s) of this contract. Said invoices shall contain all required attachments required to ensure proper services were rendered. The issuing agency shall process the invoice for prompt payment in accordance with the standard operating procedures of the state.

#### Price Adjustment (Annual)

Prices offered by contractor(s) shall remain firm for a period of at least 1 year from the effective date of contract. Upon completion of this initial period, the contractor may request a price increase. Such a price increase shall be based on a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. All approved increased prices shall remain firm for 1 year.

The contractor should submit any proposed price increase request 30 days in advance of any price change for proper consideration. Failure to submit such price increase within this established timeframe may result in such request being denied.

The State Procurement Office shall determine whether the requested price increase or an alternate option, is in the best interest of the State. Approval shall be the sole discretion of the State and shall be incorporated only by issuance of a contract amendment document (citing approved price increase and the effective date thereof).

#### Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

- 1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- 2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.

Documentation showing that the published cost reductions has been offered to other distributors.

#### Cancellation

The state reserves the right to cancel the whole, or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The state will issue a written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides personnel that do not meet the requirements of the contract.

The contractor fails to perform adequately the services required in the contract.

The contractor attempts to impose on the state, personnel, which are of an unacceptable quality.

The contractor fails to furnish the required product within the time stipulated in the contract.

The contractor fails to make progress in the performance of the requirements of the contract and/or gives the state a positive indication that the contractor will not or cannot perform to the requirements of the contract.

If the contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the state may cancel the contract. If the state cancels the contract pursuant to this clause, the state reserves all rights or claims to damage for breach of contract.

#### Contract Default

A. The state, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:



CONTRACT NO.: AD020054 - 001	PAGE 12
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

- 1. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- 2. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situations within a period of ten (10) days after receipt of notice.

In the event the state terminates this contract in whole or part, the state may procure supplies or services similar to those terminated, and the contractor shall be liable to the state for any excess costs for such similar supplies or services.

#### Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

#### Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission. , The National Electric Code, and The National Fire Protection Association Standards, American National Standards Institute and American Society for Testing and Materials (ASTM).

#### Contraband

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

#### DEFINITION - A.R.S. | 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

#### PROMOTING PRISON CONTRABAND - A.R.S. | 13-2505

- 1. A person, not otherwise authorized by law, commits promoting prison contraband:
- A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- B. By knowingly conveying contraband to any person confined in a correctional facility; or
- C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

Promoting prison contraband is a Class 5 felony.

### Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, Too:

State Procurement Administrator State Procurement Office



CONTRACT NO.: AD020054 - 001	PAGE 13
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Arizona Department of Administration 100 N. 15<sup>th</sup> Avenue Suite 104 Phoenix, AZ 85007-2687

#### B. If intended for the contractor, To:

\*\*\*The contractor at the contractor's address and the

\*\*\*Attention of the person named as contract as provided \*\*\*

\*\*\*In the offer of this contract (SPO form 203)

\*\*\*

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

#### State Contract Show Availability

As a statewide contractor, the contractor is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 200 booths and 600 state contract users.

#### Telephone Ordering Support

Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll-free number for the state's procurement usage. The telephones number(s) are available on Attachment B included with this contract. Failure to maintain this service may be cause for cancellation of the contract.

#### Usage Reports (reporting/submission requirements)

The contractor shall be required to furnish contract usage report(s) during the entire term of the resultant contract(s). Usage reports shall delineate all acquisition activities governed by the contract. The information contained in these reports and the accurate and timely submission thereof are critical components used by the state to determine actual contract usage by individual state agencies and political subdivision contract customers.

All usage report required under this contract shall be due at the end of each six-month contract period. Failure by a contractor to submit accurate and timely usage reports against this contract may result in contract cancellation and possible determination(s) by the state as a non-responsible bidder concerning future solicitations.

#### Post Award Meetings

Upon award, and or all contractors should avail themselves to participating in post award meeting with both State and Eligible Political Subdivision users and buyers.

Meetings may be held either as many times in metropolitan (metro) Phoenix during each contract year or once within Phoenix Metro and once in another user city within the State each contract year.

The meetings may include a pre-conference with State personnel to discuss mutual responsibilities and other performance related items.



## **Specifications**

CONTRACT NO.: AD020054 - 001	PAGE 14
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

FIRE EXTINGUISHERS, PORTABLE INSPECTION, TESTING, AND SERVICE MAINTENANCE "STATEWIDE"

#### **Specifications**

#### Inspection, Testing, Service Maintenance Statewide and Regional Coverage Areas

For the purposes of this Contract, the State has been divided into the following seven (7) geographical regions.

Region 1: Apache/Coconino/Navajo Counties

Region 2: Cochise County

Region 3: Gila/Maricopa/Pinal Counties
Region 4: Graham/Greenlee Counties
Region 5: Mohave/Yavapai Counties
Region 6: Pima/Santa Cruz Counties
Region 7: Yuma/Lapaz Counties

Although it is the goal of the State to obtain contract coverage in each of the seven (7) regions specified, the State reserves the right to award contract(s) as per Uniform Instructions to Offerors section page 6 paragraph 6, (A) and the Arizona State Procurement Code A.A.C. R2-7-320 Bid Evaluation and Award.

#### Regional Coverage area Disclosure/Obligations

Contractor(s) shall disclose all geographical regions covered by their company by completion of the appropriate section of the price sheets.

All prices awarded under this contract shall be firm for all regions covered by a contractor.

Contractor(s) shall be responsible for providing all work specified herein for the entire region(s) disclosed.

#### Ordering and Coverage Requirements

Initiation of any of the work contained herein shall be done only at the sole discretion of the ordering agency.

Such authorizations for work shall be made solely upon the issuance of a contract release order/purchase order by the using agency.

Agency contract release order/purchase orders must cite the above entitled contract number and be signed by a duly authorized agent

The contractor shall not initiate any work described herein without prior written approval. Further, the contractor shall not require an agency to sign the contractor's Inspection, Testing, and Service Maintenance agreement, which is strictly prohibited by the State.

All payments for work shall be made in arrears.

#### **Extinguisher Types**

The following list of extinguishers provides a fair representation used with most of the State Departments and Agencies. Not all State Department and Agencies use the same type or quantity.

Pressurized Water Extinguishers Dry Chemical Extinguishers Carbon Dioxide Extinguishers Halon 1211 Extinguishers Halotron<sup>TM</sup>I Clean Extinguishers

#### Annual Inspection "minimum requirements

The contractor shall provide annual inspection services for the prices set forth on the attached price sheets. Such services shall include as minimum:

Visual inspection of all individual units for damage and operations functions and malfunctions



## **Specifications**

CONTRACT NO.: AD020054 - 001	PAGE 15
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Weigh individual units.

Tip dry powder units upside down and insure that the powder is flowing.

Test individual units for water and pressure (water type units only).

Remove hose or nozzles and check for obstructions.

Perform all other checks and inspections in accordance with all applicable national and local fire safety codes.

Tag all individual units as meeting all annual inspection requirements.

#### Portable Fire Extinguisher, Inspection, Testing, Service Maintenance requirements

The contractor shall:

Not commence any work without prior written approval by the agencies authorized designee.

Furnish all labor, equipment, materials, tools, replacement parts, certifications, travel per diems, etc. in connection with all Inspection, Testing, Service Maintenance for all equipment specified herein for the prices set forth on the price sheets. No alternate pricing is authorized under this contract.

Perform all work in accordance with all manufacturers recommended procedures, all applicable State of Arizona Fire codes, National Fire Protection Association Standard NFPA-I0 (latest revision) for portable fire extinguishers, applicable OSHA and DOT regulations.

Maintain all portable fire extinguishers as fully charged and in operable condition.

Provide inspection, tagging and certifications per all applicable Fire Marshall's requirements.

Ensure proper labeling of all portable fire extinguishers (checking weights, pressures, etc., when appropriate).

Provide Material Safety Data Sheets (MSDS's) for any hazardous chemicals that are brought on to any State/Political Subdivision facility during the performance of the contract. All MSDS information is to be provided to the facility contact representative prior to its use.

Utilize only qualified technicians.

Maintain all current licensing, certifications, etc. required by all industry, municipal codes and regulations affirming qualification to provide the type of services described herein.

Replace all defective or unserviceable "worn" parts only with those parts approved by the equipment manufacturer(s). Such replacement parts shall also carry manufacturers standard warranties.

Contractor shall also be required to provide all defective/worn parts upon request by the ordering agency.

Not use any rebuilt valve assemblies as they are strictly prohibited for use on any equipment covered under this contract.

Perform repairs to portable fire extinguishers only upon obtaining prior agency "written approval".

Guarantee all material and workmanship for a period of one (1) year after acceptance by the using agency.

Obtain "Final On Site Verification" (by designated agency personnel) of inspections/services rendered prior to submission of invoice for payment. Such authorized verification documents shall accompany contractor's invoice(s).

Be strictly prohibited from disposing of any ozone depleting substances by direct release into the atmosphere. The contractor shall employ recycling and other conservation practices applicable to All State of Arizona Fire codes, National Fire Protection Association Standard NFPA-I0 for portable fire extinguishers, applicable OSHA and DOT.



## **Specifications**

CONTRACT NO.: AD020054 - 001	PAGE 16
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Properly tag all fire extinguishers, showing the date the work was performed and the initials or signature of the person performing the work. All extinguishers shall be clearly marked for their proper use and class or fire grouping for which they are approved. All extinguishers found to be beyond repair shall be clearly marked and returned to the designated agency representative.

#### Re-execution of work

The Contractor shall re-execute any work that fails to conform to requirements of the contract which appear during or after the course of the work being performed. The contractor shall immediately remedy any defects due to faulty workmanship. Such re-execution of work shall be the sole responsibility of the contractor (including all associated costs).

#### Reimbursement for Replacement Parts

The contractor shall be entitled to reimbursement for all replacement parts plus the percent % markup as disclosed on the attached price sheets only (no hourly rates shall be accepted). The contractor must provide copies of all replacement part invoices (required to substantiate replacement) with their invoices in order to receive payments thereof.

#### Replacement Fire Extinguishers

The contractor shall provide the customer agency replacement portable fire extinguishers of equal size and type should any contracted equipment require off site servicing. The contractor shall be responsible for providing each designated site contact person with the serial number of any fire Extinguisher(s) removed from the site for repairs and / or any other reason.

Such replacement fire extinguishers shall be supplied at no additional cost to the State and shall remain available for agency use until all repairs have been completed and the contracted equipment if fully repaired and certified.

All fire extinguishers shall be returned to their proper location(s) prior to submission of invoice(s) for payment.

#### Response Times

All inspection, testing and service maintenance schedules shall be performed on dates and times pre-scheduled between the contractor and the contract customer's authorized designee. All service maintenance schedules shall be performed during the normal business hours of 8:00am to 5:00pm Monday through Friday (excluding State observed holidays).

#### Record of Provided Services

The contractor shall maintain complete and accurate records required substantiating the services provided (including required part replacements) to all affected contract agencies. Such records shall, as a minimum, indicate the dates, times, and type of servicing performed. The contractor shall make all records available to all affected contract customers upon request at no additional cost. All such records shall become the property of the requesting agency.



CONTRACT NO.: AD020054 - 001	PAGE 17
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

	For the goods and/or services specified herein, the following apply:
•	Prompt Payment Discount: If payment is made within calendar days after acceptance of goods and/or services, the above
	quoted price, excluding sales tax, shall be discounted by %. This discount shall be applied to all Agency purchase transactions,
	excluding those initialized utilizing a credit or "Purchasing" card.
•	Notice: The State will assume that the price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products
	and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.
•	Sales Tax Percent: 8.1%. (See <u>Uniform Instructions to Offerors</u> , paragraph 3.J.)
10	109044- Fire Extinguisher, Water, 2-1/2 ga.
	(All Brand Names and Models)
	Regional Coverage Areas: REGION 3
	(see specification section for regions and respective #'s)
	Pricing Section:
	Annual Inspection per unit: \$ 1.95

(Must be pre-approved by agency)

Hydrostatic Test per unit:

Re-charge per unit: \$ 12.50

(As specified on agency purchase order)

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20 %

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to

provide all defective/warn parts upon request by the ordering agency.

\$ 9.10

70 109044- Fire Extinguisher, Dry Chemical, 2-1/2 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10

(Must be pre-approved by agency)

\$ 12.50 Re-charge per unit:



CONTRACT NO.: AD020054 - 001	PAGE 18
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 80 109044- Fire Extinguisher, Dry Chemical, 4 to 5 lbs. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 15.40 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20 % NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 90 109044- Fire Extinguisher, Dry Chemical, 6 to 7 lbs. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) Pricing Section: Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 15.40



CONTRACT NO.: AD020054 - 001	PAGE 19
VENDOR: American Fire Equip Sales/Svc	OF 1

## **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

	(Must be pre-approved by agency)
	Pricing, additional:
	Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00
	One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of
	Lots of 25 or less extinguishers: \$ 36.00
	Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%  NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.
100	109044- Fire Extinguisher, Dry Chemical, 10 lb.
	(All Brand Names and Models)
	Regional Coverage Areas: REGION 3
	(see specification section for regions and respective #'s)
	Pricing Section:
	Annual Inspection per unit: \$ 1.95
	(As specified on agency purchase order)
	Hydrostatic Test per unit: \$ 9.10
	(Must be pre-approved by agency)
	Re-charge per unit: \$22.70
	(Must be pre-approved by agency)
	Pricing, additional:
	Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00
	One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of
	Lots of 25 or less extinguishers: \$ 36.00
	Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%  NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.
110	109044- Fire Extinguisher, Dry Chemical, 20 lb.
	(All Brand Names and Models)
	Regional Coverage Areas: REGION 3
	(see specification section for regions and respective #'s)
	Pricing Section:
	Annual Inspection per unit: \$ 1.95
	(As specified on agency purchase order)
	Hydrostatic Test per unit: \$9.10
	(Must be pre-approved by agency)
	Re-charge per unit: \$29.95



CONTRACT NO.: AD020054 - 001	PAGI 20
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 120 109044- Fire Extinguisher, Dry Chemical, 30 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 36.20 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 140 109044- Fire Extinguisher, Dry Chem ABC, 2.5 lb (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) Pricing Section: Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 12.50



CONTRACT NO.: AD020054 - 001	PAGE 21
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 150 109044- Fire Extinguisher, Dry Chem ABC, 5 -6 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 15.40 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 160 109044- Fire Extinguisher, Dry Chem ABC, 10 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) Pricing Section: Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 22.70



CONTRACT NO.: AD020054 - 001	PAGE 22
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 170 109044- Fire Extinguisher, Dry Chem ABC, 20 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 29.95 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 180 109044- Fire Extinguisher, Dry Chem Class D unit, 30 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) Pricing Section: Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 36.20



CONTRACT NO.: AD020054 - 001	PAGE 23
VENDOR: American Fire Equip Sales/Svc	OF 1

**State Procurement Office** 

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 200 109044- Fire Extinguisher, Purple K, 2.5 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 12.30 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 210 109044- Fire Extinguisher, Purple K, 5 - 6 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** \$ 1.95 Annual Inspection per unit: (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency)



CONTRACT NO.: AD020054 - 001	PAGI 24
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

Re-charge per unit: \$ 15.15 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: 20% Percent % Markup (Over Vendor Cost) for part replacement (see specification section): NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 220 109044- Fire Extinguisher, Purple K, 10 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) Re-charge per unit: \$ 22.30 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 230 109044- Fire Extinguisher, Purple K, 20 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** \$ 1.95 Annual Inspection per unit: (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency)



CONTRACT NO.: AD020054 - 001	PAGI 25
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Re-charge per unit: \$ 29.45 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 260 109044- Fire Extinguisher, Carbon Dioxide CO2 2.5 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) **Pricing Section:** Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) Hydrostatic Test per unit: \$ 11.60 (Must be pre-approved by agency) Re-charge per unit: \$ 12.15 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 265 109044- Fire Extinguisher, Carbon Dioxide CO2 5 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit:

(As specified on agency purchase order)

\$ 1.95



CONTRACT NO.: AD020054 - 001	PAGE 26
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Hydrostatic Test per unit: \$11.60

(Must be pre-approved by agency)

\$ 12.15 Re-charge per unit:

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

20%

Percent % Markup (Over Vendor Cost) for part replacement (see specification section):

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to

provide all defective/warn parts upon request by the ordering agency.

270 109044- Fire Extinguisher, Carbon Dioxide CO2 10 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

\$ 1.95 Annual Inspection per unit: (As specified on agency purchase order)

\$11.60 Hydrostatic Test per unit:

(Must be pre-approved by agency)

Re-charge per unit: \$ 12.15

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section):

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to

provide all defective/warn parts upon request by the ordering agency.

280 109044- Fire Extinguisher, Carbon Dioxide CO2 15 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95



CONTRACT NO.: AD020054 - 001	PAGE 27
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit:

(Must be pre-approved by agency)

\$ 14.85 Re-charge per unit:

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section):

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

290

109044- Fire Extinguisher, Carbon Dioxide CO2 20 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

**Pricing Section:** 

Annual Inspection per unit: \$ 1.95

(As specified on agency purchase order)

Hydrostatic Test per unit: \$11.60

(Must be pre-approved by agency)

Re-charge per unit: \$17.65

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

300

109044- Fire Extinguisher, Carbon Dioxide CO2 50 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95



CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit: \$11.60

(Must be pre-approved by agency)

Re-charge per unit: \$44.85

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): N/A

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

320

109044- Fire Extinguisher, Halon 1211 1.25 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95

(As specified on agency purchase order)

Hydrostatic Test per unit: \$ 9.10

(Must be pre-approved by agency)

Re-charge per unit: \$29.25

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

20%

Percent % Markup (Over Vendor Cost) for part replacement (see specification section):

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

provide an defective, warm parts upon request by the ordering agency.

330

109044- Fire Extinguisher, Halon 1211 2.5 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95



CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit: \$9.10

(Must be pre-approved by agency)

Re-charge per unit: \$59.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

340

109044- Fire Extinguisher, Halon 1211 5 - 6 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95

(As specified on agency purchase order)

Hydrostatic Test per unit: \$ 9.10

(Must be pre-approved by agency)

Re-charge per unit: \$ 109.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

provide an derective, warm parts upon request by the ordering agency.

350

109044- Fire Extinguisher, Halon 1211 9 - 10 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95



CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit: \$9.10

(Must be pre-approved by agency)

Re-charge per unit: \$ 209.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

360

109044- Fire Extinguisher, Halon 1211 13 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

**Pricing Section:** 

Annual Inspection per unit: \$ 1.95

(As specified on agency purchase order)

Hydrostatic Test per unit: \$9.10

(Must be pre-approved by agency)

Re-charge per unit: \$ 269.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section):

20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

370

109044- Fire Extinguisher, Halon 1211 20 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:



CONTRACT NO.: AD020054 - 001

OF

VENDOR: American Fire Equip Sales/Svc

1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

Annual Inspection per unit: \$ 1.95 (As specified on agency purchase order) \$ 9.10 Hydrostatic Test per unit: (Must be pre-approved by agency) Re-charge per unit: \$409.00 (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of \$ 36.00 Lots of 25 or less extinguishers: Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20% NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 390 109044- Fire Extinguisher, Halotron I 3 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 (see specification section for regions and respective #'s) Pricing Section: \$ 1.95 Annual Inspection per unit: (As specified on agency purchase order) Hydrostatic Test per unit: \$ 9.10 (Must be pre-approved by agency) \$ 69.00 Re-charge per unit: (Must be pre-approved by agency) Pricing, additional: Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00 One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of Lots of 25 or less extinguishers: \$ 36.00 20% Percent % Markup (Over Vendor Cost) for part replacement (see specification section): NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency. 400 109044- Fire Extinguisher, Halotron I 6 lb. (All Brand Names and Models) Regional Coverage Areas: REGION 3 **Pricing Section:** 

Annual Inspection per unit:

\$ 1.95



CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit: \$9.10

(Must be pre-approved by agency)

Re-charge per unit: \$ 129.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20 %

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

410

109044- Fire Extinguisher, Halotron I 12 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

**Pricing Section:** 

Annual Inspection per unit: \$ 1.95

(As specified on agency purchase order)

Hydrostatic Test per unit: \$ 9.10

(Must be pre-approved by agency)

Re-charge per unit: \$249.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.

provide an derective, warm parts upon request by the ordering agency.

420

109044- Fire Extinguisher, Halotron I 20 lb.

(All Brand Names and Models)

Regional Coverage Areas: REGION 3

(see specification section for regions and respective #'s)

Pricing Section:

Annual Inspection per unit: \$ 1.95



CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

#### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

(As specified on agency purchase order)

Hydrostatic Test per unit: \$9.10

(Must be pre-approved by agency)

Re-charge per unit: \$409.00

(Must be pre-approved by agency)

Pricing, additional:

Re-certification/Service Maintenance Charge per unit (i.e. 5, 6, 12, year, applicable to this L/N): \$ 9.00

One time only "Minimum lot charge" allowed and added to invoices for inspection/servicing of

Lots of 25 or less extinguishers:

\$ 36.00

Percent % Markup (Over Vendor Cost) for part replacement (see specification section): 20%

NO LABOR RATES ALLOWED FOR PART REPLACEMENTS (see specification section entitled Reimbursement for replacement parts) Replacement part invoices must accompany agency invoices. The contractor shall also be required to provide all defective/warn parts upon request by the ordering agency.



## **Attachment**

CONTRACT NO.: AD020054 - 001	
VENDOR: American Fire Equip Sales/Svc	OF 1

### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

#### ATTACHMENT SECTION "B", TELEPHONE ORDERING SUPPORT

Telephone Ordering Support: All contractors shall accept collect telephone calls and/or provide and maintain a toll-free number
and or have local phone numbers (Phx Metro) for the state's procurement usage. The number(s) must be entered in the
spaces provided below and submitted by the Contractor.

Local calls will be accepted:X Yes No.	602-433-2484
Collect calls will be accepted: YesX No.	
Toll-Free Number(s) available:X Yes No.	1-888-222-0532
ORDERING SUPPORT SECTION, OPTIONAL:	
Facsimile Number(s) available:X Yes No.	602-433-9626
E-mail Address available:X Yes No.	admin@americ anfire.com



# **Attachment**

CONTRACT NO.: AD020054 - 001	PAGE 35
VENDOR: American Fire Equip Sales/Svc	OF 1

### **State Procurement Office**

100 N. 15th Ave Suite 104

Phoenix, AZ 85007-3223

ATTACHMENT	' SECTION "C"	. PROGRAM DISCLOSURES	

Electronic Ordering Systems Option: (Reference Special Instructions to Offerors Section).
Does contractor wish to participate?XYes No. If electing to participate, indicate any additional discount
percent % offered in the space provided (Indicate "0" or N/A if no additional discount is being offered).
0% Type of electronic ordering system that will be utilized: Facsimile
State Of Arizona Purchasing Card (P-Card) Program Option: (Reference Special Instructions to Offerors Section).
Does contractor wish to participate?XYes No. If electing to participate, indicate any additional discount
percent % offered in the space provided (Indicate "0" or N/A if no additional discount is being offered).

# **End of Contract AD020054-001 Document**